

**SPECIFIC CONDITIONS OF PRETRIAL RELEASE PROGRAM**  
**CONTRACT RULES AND REGULATIONS**

- 1) I will cooperate with and truthfully answer all reasonable inquiries of Community Corrections staff.
- 2) I agree to report to the Pretrial Release Program as directed. I will bring identification when I report.
- 3) I agree to be charged an initial fee, a weekly fee, and other fees as approved by the Hamilton County Community Corrections Advisory Board. I agree to pay by cashier's check, certified check or money order. I understand that cash or personal checks will **not** be accepted. Payments will be made at a time as determined by Hamilton County Community Corrections. I understand that failure to make payments as scheduled, or departure from the program with a balance of payments in arrears may result in any or all of the following:
  - a. I may be terminated from the pretrial release program.
  - b. If convicted, the Court may enter a civil judgment against me in the criminal case for the amount of the arrearage.
  - c. I may be sued in civil court or subject to collection proceedings for the amount of the arrearage, plus costs of the proceedings and attorney fees.
- 4) I agree not to possess or use any firearm, destructive device, or other dangerous weapon unless granted written permission from Hamilton County Community Corrections.
- 5) I agree to maintain a permanent place of residence and to report any change of address or phone number within 24 hours of such change.
- 6) I agree to sign a release of information for Hamilton County Community Corrections. Hamilton County Community Corrections will use any information obtained from such a release only for verification and supervision purposes, and the information shall not be used directly or indirectly as evidence in the trial of any criminal charges or in a proceeding on any allegation of violation of probation.
- 7) If my employment is terminated during the term of the Pretrial Release Program for reasons beyond my control, I agree that I may only continue on the program if I engage in an intensive job search which will require five (5) verifiable employment inquiries per weekday.
- 8) I agree not to commit, be arrested for, summonsed for or charged with a new criminal offense while on the Pretrial Release Program. I agree not to violate any term of a license suspension and/or any restriction of a license. I agree to identify myself as a Pretrial Release Program participant to law enforcement officers.
- 9) I understand that, if the Court approves my entry into the pretrial release program, I will be released from the Hamilton County jail on my own recognizance. I agree as a condition of

entering the Pretrial Release Program that Hamilton County Community Corrections can terminate my participation in this program **without notice or hearing** if I violate any of the conditions of the program. If I am terminated from the program, the Court will be notified and may revoke my release on my own recognizance and order a warrant issued for my arrest.

10) I agree not to leave Indiana without the prior written consent of the court.

11) I agree if I leave Indiana, with or without permission of the Court, that this contract is my agreement to waive (give up) my extradition rights and to allow any state in which I may be found to order my return to Indiana.

12) I agree to appear in court at all times required by the court.

14) If being supervised by electronic monitoring I agree to return to my residence at least once every 24 hour period. In addition I agree to the following conditions:

- a. I shall maintain a permanent place of residence within the supervision area of Hamilton County Community Corrections and shall obtain approval from Hamilton County Community Corrections at least 72 hours prior to any change of residence.
- b. I shall keep the transmitter on my ankle and the field monitoring device (FMD) plugged in and attached to my telephone at all times.
- c. I shall be responsible for any damage to the electronic surveillance equipment; I will not tamper with, attempt to fix, or allow anyone else to tamper with or attempt to fix the equipment. All equipment must be returned to Hamilton County Community Corrections upon termination from the Pretrial Release Program. If I damage the equipment or fail to return the equipment in good condition, the County may charge me with theft and/or criminal mischief.
- d. If there are any problems with the equipment, I will call Hamilton County Community Corrections during regular office hours.
- e. I shall have a working telephone with no special calling features for the entire term of my placement on the Pretrial Release Program.
- f. If a medical emergency arises I shall contact Hamilton County Community Corrections as soon as possible to inform the Pretrial staff as to the nature and extent of the problem. I understand that failure to notify this office may result in termination from the pretrial release program.

15) Special Conditions. I agree to abide by any special conditions ordered by the Court for my release.